

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SANDY DUVET, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

PINE VALLEY CENTER FOR
REHABILITATION AND NURSING,

Defendant.

No. 7:19-cv-3744-PMH

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

WHEREAS, Plaintiff Sandy Duvet (“Plaintiff”), on behalf of herself and the Settlement Class,¹ and defendant Pine Valley Center for Rehabilitation and Nursing (“Pine Valley”), entered into a Settlement Agreement, dated October 7, 2021 (the “Settlement Agreement”);

WHEREAS, on October 19, 2021, the Court entered the Order Preliminarily Approving Settlement, Certifying Settlement Class, Appointing Plaintiff as Class Representative, Appointing Plaintiff’s Counsel as Class Counsel, Approving the Class Notice, and Scheduling a Final Fairness Hearing (“Preliminary Approval Order”);

WHEREAS, the notice to the Settlement Class ordered by the Court in the Preliminary Approval Order has been provided, as attested to in the Declaration of Jodi L. Belmont Berberich filed with the Court on February 2, 2022;

WHEREAS, on February 16, 2022, a hearing was held on whether the Settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best

¹ Capitalized terms and phrases in this Order shall have the same meaning as defined in the Settlement Agreement.

interests of the Settlement Class, such hearing date being a due and appropriate number of days after such notice to the Settlement Class;

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the Settlement set forth in the Settlement Agreement and the record in these proceedings, having heard and considered the evidence presented by the Parties and the arguments of counsel, having determined that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class, and good cause appearing therefore,

IT IS HEREBY ORDERED:

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court has subject matter jurisdiction over this matter.
3. The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Court finds that the notice, as given, provided sufficient notice of the proposed settlement and the notice is in compliance with Rule 23 of the Federal Rules of Civil Procedure, and satisfies all relevant due process concerns.
4. The Court reaffirms its certification of the Settlement Class, appointment of Plaintiff as Class Representative, and appointment of Plaintiff's Counsel as Class Counsel as set forth in the Preliminary Approval Order.
5. The Settlement set forth in the Settlement Agreement is in all respects fair, adequate, reasonable, and in the best interests of the Settlement Class, and is hereby approved.

6. The parties shall consummate the Settlement according to the terms of the Settlement Agreement. The Settlement Agreement, and each and every term and provision thereof, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

7. The Released Claims against Pine Valley shall be fully, finally and forever released, relinquished and discharged with prejudice and on the merits, without costs to any party (other than as provided in the Settlement Agreement and in this Order), as set forth in the Settlement Agreement.

8. Plaintiff's counsel's request for an award of Attorneys' Fees of 33.3% of the Settlement Amount is granted. Plaintiff's counsel's request for reimbursement of costs and expenses in the amount of \$78,656.65 is granted.

9. Plaintiff's request for a Service Award in the amount of \$15,000 is granted. The Court awards opt-in plaintiffs Rashana Stiven and Ynive Saint Vil Service Awards in the amount of \$1,500 each.

10. Without affecting the finality of this Final Judgment and Order in any way, this Court retains continuing jurisdiction over the parties and the Settlement Class for the administration, consummation, and enforcement of the terms of the Settlement Agreement.

Dated: February 18, 2022.

White Plains, New York

SO ORDERED.



Philip M. Halpern, U.S.D.J.